### STATE OF MONTANA TERM CONTRACT

Department Of Administration State Procurement Bureau 165 Mitchell Building PO Box 200135 Helena MT 59620-0135

Phone: (406) 444-2575 Fax: (406) 444-2529

LAB CHEMICALS & SUPPLIES  This is a nonexclusive contract.				
CONTRACT	FROM	September 1, 2004	CONTRACT	NEW ( )
PERIOD	ТО	August 31, 2005	YEAR	RENEW (XX) 4 <sup>th</sup> RENEWAL, 5 <sup>TH</sup> YEAR
VENDOR ADDRESS	See r	emarks	ORDER ADDRESS	See remarks
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	
	PRICES: See Attachment  DELIVERY: See Attachment			
F.O.B.: Destination				
TERMS: Net 30 Days				
REMARKS:  Fisher Scientific Company LLC Dept CH10119 Palatine IL 60055-0119 Jeanni Higgins Phone (800) 955-6666 x8294 Fax (800) 926-1166  VWR Scientific Products 355 Treck Dr Seattle WA 98188 Terri Kollman Phone (800) 873-8977 x5593 Fax (206) 575-4064				
IFB/RFP N	0.:			
SPB-01-11P		PENNY MOON, Contracts Office	er	Date:
DEVISED 09/0	AUTHORIZED SIGNATURE/DATE			

REVISED 08/00

#### **Standard Terms and Conditions**

### By submitting a bid or proposal, or acceptance of a contract, the vendor agrees to the following binding provisions:

**AUTHORITY:** The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, Chapter 5.

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS:** Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with §§ 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of this contract. Violation of these requirements may void this contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at sos@state.mt.us.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Ref:18-1-401, MCA)

**NON-DISCRIMINATION:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**HOLD HARMLESS/INDEMNIFICATION:** The bidder, offeror, or contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under a subsequent contract, all to the extent of the contractor's negligence.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Ref: 18-1-118, MCA) The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (Ref: Section 18-4-313 (3), MCA)

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for Invitation for Bids ONLY if they are completely <u>received</u> by the State Procurement Bureau prior to the time set for receipt of bids. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an <u>exception</u> basis with <u>prior approval</u> of the procurement officer.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS:** The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for thirty days, unless stated otherwise.

**PROTEST PROCEDURE:** Bidders and offerors may protest a solicitation or award of a contract per Section 18-4-242, MCA and ARM 2.5.406. The protest must be in writing and state in detail all of the protestor's objections. The complete protest must be submitted to the department no later than the close of business 14 calendar days after the execution of the contract in question. If the 14th day falls on a Saturday, Sunday or legal holiday, the protest is due at the end of the next business day. The State is under no obligation to delay, halt, or modify the procurement process pending the result of a protest, contested case proceeding, or judicial review.

MONTANA PREFERENCES: Public agencies are required by law to apply a 3-5% preference to bids submitted by Montana residents for the purchase of goods. (Preferences are not applied to Requests for Proposals, Term Contract Bids, for "services", or if federal funds are involved.) Bidders claiming this preference must have a current affidavit on file with the department, or submit one at the time of bid, in order to qualify for the preference. For complete information and affidavit forms, see <a href="https://www.state.mt.us/doa/ppd/resaffid.pdf">www.state.mt.us/doa/ppd/resaffid.pdf</a> (Ref: Section 18-1-102, 18-1-103, 18-1-113, MCA and ARM 2.5.403) In addition, Montana-made products are preferred for use in a contract if such goods are comparable in price and quality. (Ref: 18-1-112, MCA)

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of this contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**REFERENCE TO CONTRACT:** The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the department. (See 18-4-141, MCA)

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the state.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the vendor's sole risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

REVISED 04/00

#### 1.0 INTRODUCTION

This multiple supplier statewide TC establishes maximum pricing. Suppliers are allowed to offer discounted pricing upon approval from the SPB. Price increases will be allowed only upon approval from the SPB during contract renewals.

The intent of this contract is to provide state agencies with an expedited means of procuring laboratory chemicals and supplies. This contract is considered to be a "non-exclusive" use contract and State agencies are not obligated to secure the specified products from the contract holder(s). The State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency's responsibility to comply with the terms of the contract.

#### 1.1 ORDERING

Agencies shall place all orders for products through internal agency guidelines and issue agency purchase orders as confirmation. In an effort to expedite the ordering process and inventory control, suppliers are encouraged to offer "on-line" ordering processes with the approval of the individual agency. It is incumbent on both the agency and the selected contractors to establish and follow ordering guidelines. All "on-line" ordering processes shall be at the expense of the contract holder(s) and may only be utilized if approved by the agency purchasing office.

#### 1.2 BILLING AND PAYMENT

Separate accounting/invoicing will be maintained for each ordering agency. Invoices will describe items ordered, with the net price and extension (if necessary) included. The State will maintain the standard Net 30 upon receipt of product. Payment to suppliers shall be 30 days in arrears.

#### 1.3 COOPERATIVE PURCHASING

Under Montana law, local governments and certain non-profit agencies, as defined in Section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Unless the bidder/proposer objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these local agencies.

#### 1.4 TERM CONTRACT USAGE REPORT

Annually, the successful suppliers will submit to the SPB a written profile detailing items purchased, quantity, FOB points and ordering agency for all contract items provided under the terms and conditions of this TC. The report will be due in July of each year and will cover the previous State Fiscal Year (July 1 through June 30).

#### 1.5 INSURANCE REQUIREMENTS

**General Requirements**: The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

**Specific Requirements for Commercial General Liability**: The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

**Deductibles and Self-Insured Retentions**: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: 1) The insured shall reduce or eliminate such deductibles or self-insured retentions as respect to the State, its officers, officials, employees, and volunteers, or; 2) The contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements**: A certificate of insurance, indicating compliance with the required coverages, has been received by the State Procurement Bureau. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

**Primary Insurance**: The contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

#### 1.6 WORKERS' COMPENSATION/INDEPENDENT CONTRACTORS EXEMPTION

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with Section 39-71-120/401/405, MCA. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

#### 1.7 CONTRACT TERM AND TERMINATION

The term of this contract shall be from September 1, 2000 through August 31, 2001. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed six (6) additional years. In no case, can this contract run longer than seven (7) years total.

Unless otherwise stated, the State may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

#### 1.8 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

#### 1.9 PROCUREMENT CARD

The State of Montana has implemented a Procurement Card (GE MasterCard) Program to give agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

#### 1.10 ESTIMATED CONTRACT USAGE

The annual dollar volume of this contract is estimated to be at \$2,000,000. This estimate is based on historical data derived from the previous contracts. This data is intended to be used by the Bidder forbidding purposes and does not constitute a guaranteed volume or fixed purchasing obligation on behalf of the State of Montana or its using agencies and cooperative purchasers. Laboratory and/or medical use will determine actual quantities required. Estimated Chemicals and Supplies volume by percentage and category are listed below:

#### **Chemicals:**

Solvents	24%
Solutions (buffers)	3%
Organics	7%
Inorganics	14%
Acids	12%
Bulk Chemicals (20L & up)	8%
BBL and Difco	32%

#### Supplies:

Reusable Glassware	13%
Plasticware	12%
Small Equipment	11%
Disposables	23%
General Lab Equipment	41%

#### 1.11 AGENCIES

The following is a listing of anticipated agencies that will utilize the contract.

- a. Department of Agriculture Laboratory Bureau McCall Hall, MSU-Bozeman Bozeman MT 59717
- b. Chemistry Station Analytical Laboratory Agriculture Experiment Station McCall Hall, MSU-Bozeman Bozeman MT 59717

- c. Chemistry Stores c/o Chemistry & Biochemistry MSU-Bozeman Room 2 Gaines Hall Bozeman, MT 59717-3400
- d. University of Montana Chemistry Stores Chem-Pharm Building Missoula MT 59812
- e. Fish, Wildlife and Parks PO Box 2163 Great Falls MT 59404
- f. Department of Justice Forensic Science Division State Crime Lab Missoula MT 59801
- g. Department of TransportationPurchasing Services Bureau2701 Prospect Ave.Helena MT 59620
- h. Department of Public Health and Human Services
   Purchasing Unit
   111 N. Sanders
   Helena MT 59620
- i. Montana Developmental Center Purchasing Department PO Box 87 Boulder MT 59632
- j. Montana State Hospital Receiving Warehouse Warm Springs MT 59756
- k. Montana Tech
  Purchasing and Lab Departments
  Butte MT 59701
- L. MSU Nursing C/O MSU-Billings PO Box 574 Billings MT 59101

- m. Montana State University-Billings
   Purchasing Department
   1500 N 30<sup>th</sup> ST
   Billings MT 59101
- n. MSU Chemistry Department Room 108, Gaines Hall Bozeman MT 59717
- o. MSU-Bozeman Department of Biology Room 310, Lewis Hall Bozeman MT 59717-3460
- p. MSU-Bozeman Plant Science Department Room 119 AgBiosciences Bldg. Bozeman MT 59717-3140
- q. MSU-Bozeman Potato Lab Room 223, PGC Bozeman MT 59717-2060
- r. MSU-Bozeman Purchasing Department Room 14, Montana Hall Bozeman MT 59717-2600
- s. MSU-Bozeman Student Health Services Room 121, SHC Bozeman MT 59717-3260
- t. Montana State University-Northern Business Office Havre MT 59501
- u. Department of Livestock 301 N Roberts Helena MT 59620
- v. MSU-Bozeman Microbiology Department Room 109, Lewis Hall Bozeman MT 59717-3520
- w. U of M Biological Station311 Bio Station LanePolson, MT 59860
- x. MSU-Bozeman Animal & Range Science Department Room 119, Linfield Hall Bozeman MT 59717-2900

#### LAB CHEMICALS & SUPPLIES

- y. Department of Agriculture Grain Laboratory PO Box 1397 Great Falls MT 59403
- z. Department of Transportation Materials Bureau 2701 Prospect Ave. Helena MT 59620
- aa. MSU-Bozeman Veterinary Molecular Biology Lab Room 2, Marsh Lab Bozeman, MT 59717-3610
- bb. MSU-Bozeman Nursing
   c/o College of Technology-Great Falls
   2100 16<sup>th</sup> Ave. South
   Great Falls, MT 59406-6010
- cc. College of Nursing
  MSU-Bozeman
  Room 115 Sherrick Hall
  Bozeman, MT 59717-3560
- dd. MSU-Bozeman Nursing c/o University of Montana 32 Campus Dr. Missoula, MT 59812-8538
- ee. MSU-Bozeman Agricultural Experiment Station Room 216 Linfield Hall Bozeman, MT 59717-2870
- ff. MSU-Bozeman Land Resources & Environmental Sciences Room 334 Leon Johnson Hall Bozeman, MT 59717-3120
- gg. MSU Great Falls College of Technology 2100 16<sup>th</sup> Avenue South Great Falls, MT 59405-4909

The State of Montana reserves the right and option to add or delete agencies participating in the agreement by revising the list of agencies and notifying the contract holder(s).

#### 2.0 CONTRACT SPECIFICATIONS

The bidder must furnish two (2) copies of all necessary catalogs describing in detail all products offered and include the latest nationally published, manufacturer's current quarter price books containing all items in the Category Discounts (Attachments B & D) and all remaining items within the stated product codes. The manufacturer's suggest price list must not be dated prior to July 1, 2000. Support data sufficient to verify any specifications compliance must also be included. The Contractor's list price book will be adequate documentation of the "manufacturer's suggested list price" ONLY if the Contractor clearly indicates the "MSLP" in the said publication.

OR; the bidder must supply the SPB with a website and access to "MSLP" information. Contractors opting for the website information will have one week to set up a password for accessing the "MSLP" information, product description and warranty information from the date of bid opening.

Failure to provide either the catalog or the website (only one is required) will be grounds for disqualifying the bid.

The manufacturer's suggested list price must remain firm for the entire quarter period, and must be delivered to the State Agencies within the first two (2) weeks of each quarter. Failure to provide this information within the two (2) week time frame will be considered grounds for contract termination. Website access to the information must be made available upon two weeks of contract award. Each agency requesting this method of price, product and warranty information will be granted access and coordinated with the agency purchasing office.

Bidder must submit a list of all product codes referenced in its price book and their respective discounts applicable to the State of Montana purchases. All price lists and website access will be supplied to the State of Montana and the individual agencies at no cost.

#### 2.1 IDENTIFICATION / INVOICING

Invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers and other written documents affecting this contract must be identified by the applicable purchase order number/term contract number. All invoices must be priced according to the applicable price list for the document date the order is placed. Packing lists must be enclosed with each shipment indicating the following information:

- a. Purchase Order Number
- b. Item Catalog Number
- c. Item Description
- d. Quantity
- e. Net Price

All invoices must reference the information stated above. The Contractor(s) must have the capability of providing the agencies with the manufacturer's list price and the net price for each item. This information may be furnished by any of the following:

- a. on the packing list
- b. on the invoice
- c. at the time of electronic order entry
- d. at the time of telephone order entry

Any bid that requires payment in less than thirty (30) calendar days will not be considered by the State of Montana. INVOICES WILL NOT BE PROCESSED FOR PAYMENT NOR WILL THE PERIOD OF CASH DISCOUNT COMMENCE UNTIL RECEIPT OF A PROPERLY COMPLETED INVOICE AND UNTIL ALL INVOICED ITEMS ARE RECEIVED. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net thirty (30) days will automatically apply.

#### 2.2 DELIVERY

Packaging: Unless otherwise specified, shipments are to be packaged in cartons meeting federal specifications and if required, shipped on non-returnable pallets.

Time: Delivery must be made during normal working hours and within time frames proposed by individual state agencies. The State reserves the right to refuse shipment when delivered after normal working hours of individual agencies and so instruct carrier(s) to deliver accordingly. Deliveries will be made no later than seven-(7) calendar days after the order is placed. The contractor(s) must indicate at the time orders are placed if an item is not available for immediate delivery or within the seven (7) day time frame. It will be the responsibility of the contractor(s) to contact the State agency for delivery instructions or cancellation if the items will not be delivered within this time frame. Orders not delivered within this time frame, and not brought to the attention of the purchaser, will automatically be cancelled. Repeated late deliveries may be cause for contract termination.

Location: All deliveries are to be made to the applicable delivery location, or as indicated in the purchase order instructions. The contractor(s) shall take necessary actions to safeguard items during inclement weather. Damage claims and/or mis-shipped items will be the responsibility of the contractor. Damaged and/or mis-shipped supplies must be replaced by the contractor at no cost to the State within seven (7) days of notification.

Return Goods Policy: The contractor must provide with the bid a return goods policy including authorization procedures to return unopened containers, damaged goods, unauthorized substitutions, etc. Authorized return of goods will not be subject to any re-stocking fee.

Substitutions: The contractor will not make substitutions for items ordered without documented authorization of the ordering agency. Substitutions are required to meet State specifications established by the individual agencies. Substitutions received that do not meet specifications or exceed the desired specifications will be returned at the contractor's expense. It will be the responsibility of the contractor to prove equal quality or proper substitutions for any products offered other than what is specified. To do this, the contractor must furnish detailed specifications and a sample of the product for evaluation if requested by the ordering agency.

#### 2.3 SUPPORT

The selected contractor(s) shall competently and efficiently supervise and direct the implementation and completion of all contract requirements specified herein. This will include at a minimum to designate a contract liaison with the authority to legally commit contractor's firm. All communications given or received from the liaison shall be binding on the contractor.

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In addition, the contractor shall provide reliable technical assistance related to any products to clarify specifications, safety, toxicity, operation and maintenance of equipment and supplies. This service must be made available during normal working hours as established by the ordering agency.

The contract liaison can also designate one additional sales representative who will coordinate all orders and deliveries for the State of Montana and any cooperative purchasers.

#### 2.4 ORDERING

Individual State agencies will place orders according to internal agency guidelines. Only those people authorized by the agency will be allowed to submit orders to the contractor(s). It is incumbent upon the selected contractor(s) and the individual agencies to educate each other as to the process that must be followed by the authorized agency personnel.

Contractor will be required to establish accounts for each individual agency accessing this contract.

Contractor will provide sufficient inventory of stock to supply the needs of the State agencies. Continuing backorders of normal stock items will be considered cause for contract termination.

#### 2.5 TERMS

The minimum freight prepaid order for shipment to agencies throughout the State of Montana will be \$75. Orders of \$75 or more will be shipped F.O.B. destination and no additional freight charges will be allowed. The minimum order requirement includes backorders shipped at a later time.

Contractor(s) who break up orders due to backorder issues and assess freight charges will have the contract terminated and could be suspended from conducting business with any State of Montana agency by the SPB.

Orders of less than \$75.00 will be shipped via the best and least expensive way, within the allotted delivery time frame. Actual shipping charges are to be added to the invoice as a separate line item. No additional charges for packaging, drayage, handling or any other purposes will be allowed. Prepaid transportation charges will be documented, invoiced, and payable by the purchaser whenever non-surface premium shipping is requested. The State of Montana reserves the right to refuse any C.O.D. shipments.

RUSH or EMERGENCY: If the purchaser requests an order to be RUSH or EMERGENCY, the prepaid transportation charges will be documented, invoiced and payable by the purchaser.

#### 2.6 ADDITIONAL DISCOUNTS

The Bidder(s) are allowed to offer dollar volume discounts. Please indicate any dollar volume discounts that will be offered to the State of Montana for:

Orders of \$2500 or more: 0%Orders of \$5000 or more: 0%

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Discounts can be awarded in percentage basis and will NOT be a consideration of contract award.

#### 2.7 SHELF LIFE GUARANTEE

Any products offered with an applicable shelf life must be date stamped. Dated products must have average or normal shelf-life expectancy for a minimum period of one (1) year.

#### 2.8 EDUCATION

Education relating to new products, techniques, equipment, methodology, safety and trade shows is required for the entirety of this contract and any extensions. The contractor(s) must have available a knowledgeable person(s) to provide answers to technical product questions, new product availability, testing requirements, product and chemical compatibility, etc.

The contractor(s) will be required to provide at least one (1) annual vendor show and training program in at least two (2) convenient locations within the State. These informational gatherings must include new product information, safety requirements, changes in industry standards and any other pertinent educational factors needed to keep the agencies up to date. At these programs, the contractor(s) must have manufacturer's representative's participation to show and discuss their respective products. This program will be coordinated with the agencies involved in utilizing this contract and the SPB. The annual program will be provided at no cost to the State of Montana. The State will work with the successful contractor(s) to make sure that one (1) spring and one (1) fall show will be provided. Dates and locations will be negotiated.

The contractor will be required to establish scheduled visits to each facility. Within the first ninety (90) days of contract award, the contractor must set up a schedule with each facility in order to meet the agency needs. Most facilities will require quarterly visits, however necessity shall dictate the schedule. All facilities must be visited at least once per year. No exceptions allowed. Pre-scheduled visits must be arranged at least 48 hours in advance for the agencies to prepare for the meeting. The contractor(s) must be available to service all accounts on an "as needed" basis.

The contractor will supply the State Procurement Bureau with a detailed listing of scheduled visits on an annual basis. This report will be submitted with the annual term contract usage report and detail date and time of visit and who was in attendance at the meeting(s).

#### LABORATORY SUPPLIES

#### **ATTACHMENT "A"**

Bidder shall complete the following:

1. Prompt Payment Discount: 0% days (not < 20 days)

Addresses:

\*Toll Free number must be provided or you must circle the yes or no with regards to: "Will Company accept collect telephone calls Yes or No. **Toll Free Numbers Provided** 

Orders to be sent to: Fisher Scientific Company L.L.C.

9999 Veterans Memorial Drive

Houston TX 77038

Telephone Numbers: 800-766-7000, toll free customer service

800-926-1166, toll free fax

Payment to be sent to: Fisher Scientific, Acct # (fill in first 6 digits of acct. #)

Dept. CH10119

Palatine, Illinois 60055-0119

Telephone Numbers: <u>412-490-8751</u>

412-490-8679

3. Servicing: Indicate below the names and addresses of the designated Contractor's representative, inside sales representative, outside sales representative and specific territories covered. Contractor must provide immediate attention to problem areas as they arise regardless of location.

Contractor's Representative: William C. Link (include Name, Address & telephone numbers) PO Box 369

Canton Illinois 61520 800-955-9999, ext. 5539

Inside Representative: Angel Thomas

(Include Name, Address & Telephone numbers) 800-766-7000, ext. 2608 (or 32-2608)

9999 Veterans Memorial Drive

Houston, Texas 77038

Outside Representative: <u>Jeanni Higgins</u>

(Include Name, Address & Telephone numbers) 8553 Huffine Lane

Bozeman MT 59718 800-955-6666, ext. 8294

#### **CHEMICALS & CHEMICAL SUPPLIES**

#### **ATTACHMENT "B"**

Bidder shall complete the following:

1. Prompt Payment Discount: 0% days (not < 20 days)

Addresses:

\*Toll Free number must be provided or you must circle the yes or no with regards to: "Will Company accept collect telephone calls Yes or No. **Toll Free Numbers Provided** 

Orders to be sent to: Fisher Scientific Company L.L.C.

9999 Veterans Memorial Drive

Houston TX 77038

Telephone Numbers: 800-766-7000, toll free customer service

800-926-1166, toll free fax

Payment to be sent to: Fisher Scientific, Acct # (fill in first 6 digits of acct. #)

Dept. CH10119

Palatine, Illinois 60055-0119

Telephone Numbers: <u>412-490-8751</u>

412-490-8679

3. Servicing: Indicate below the names and addresses of the designated Contractor's representative, inside sales representative, outside sales representative and specific territories covered. Contractor must provide immediate attention to problem areas as they arise regardless of location.

Contractor's Representative: William C. Link (include Name, Address & telephone numbers) PO Box 369

Canton Illinois 61520 800-955-9999, ext. 5539

Inside Representative: Angel Thomas

(Include Name, Address & Telephone numbers) <u>800-766-6000, ext. 2608 (or 32-2608)</u>

9999 Veterans Memorial Drive

Houston, Texas 77038

Outside Representative: <u>Jeanni Higgins</u>

(Include Name, Address & Telephone numbers) <u>8553 Huffine Lane</u>

Bozeman MT 59718 800-955-6666, ext. 8294

### LABORATORY SUPPLIES

# ATTACHMENT C CATEGORY DISCOUNTS FISHER SCIENTIFIC COMPANY

(Categories 1 through 4 do not include private label products)

CATEGORY		UNIT	DISCOUNT
1.	Corning, Kimble or equal - Brands <u>Corning, Kimble</u>	reusable plastic Product Codes <u>CDC 15, 17</u>	CDC 15 = 36.0% CDC 17 = 44.5%
2.	Corning, Kimble or equal - Brands <u>Corning, Kimble</u>	disposable plastic Product Codes <u>CDC 14, 47</u>	CDC 14 = 20% CDC 47 = 33.2%
3.	Corning, Kimble or equal- Brands <u>Corning, Kimble</u>	reusable glassware Product Codes <u>CDC 23, 16, 22, 63</u>	CDC 23 = 45% CDC 16 = 34% CDC 22 = 47% CDC 63 = 47%
4.	Corning, Kimble or equal- Brands <u>Corning, Kimble</u>	disposable glassware Product Codes <u>CDC 13, 14</u>	CDC 13 = 20% CDC 14 = 20%
5.	Private Label - reusable plas Product Codes <u>CDC 18</u>	stic	<u>43.5%</u>
6.	Private Label - disposable p Product Codes <u>CDC 30</u>	lastic	<u>62.5%</u>
7.	Private Label - reusable glas Product Codes <u>CDC 19, 24</u>	ssware	<u>62%</u>
8.	Private Label - disposable g Product Codes <u>CDC 30, 31</u>	lassware	CDC 30 = 62.5% CDC 31 = 58%
9.	Bel – Art Plastic Product Codes <u>CDC 16, 18,</u>	<u>19</u>	CDC 16 = 34% CDC 18 = 43.5% CDC 19 = 62%
10.		act Codes <u>CDC 14, 15, 16</u>	CDC 14 = 20% CDC 15 = 36% CDC 16 = 34%
11.	Nalgene Product Codes <u>Nalgene</u>	Product Codes CDC 14, 17, 18	CDC 14 = 20% CDC 17 = 44.5% CDC 18 = 43.5%

CATE	GORY	UNIT	DISCOUNT
12.	Lab Wear – disposable (i.e.: coats, Brands <u>Safeskin, Fisherbrand, Micr</u> Product Codes <u>CDC 180, 175, 178</u>	oflex, etc.	CDC 180 = 30% CDC 175 = 25% CDC 178 = 30%
13.	Lab Wear – reusable (i.e.: coats, r Brands <u>Superior surgical manufactor</u> Product Codes <u>CDC 15, 16</u>	,	CDC 15 = 36% CDC 16 = 34%
14.	Filter Paper (Whatman, S&S or equ Brands <u>Whatman</u> Product Code Brands <u>Fisher</u> Product Code	es <u>CDC 14</u>	CDC 14 = 20% CDC 31 = 45%
15.	Brands J&W Scientific, Agilient, SC Brands Whatman, Gelman, Wheat	on .	
	Product Codes <u>CDC 87, 88, 89, 90</u>		CDC 87 = 10% CDC 88 = 10% CDC 89 = 10% CDC 90 = 10%

16. Miscellaneous laboratory supplies and equipment including any other items listed in the Contractors catalog. The Bidder may attach additional sheets if necessary.

PRODUCTS/MANUFACTURER	PRODUCT CODES	DISCOUNT
Kimberly Clark	By Manufacturer	<u>53%</u>

Additional Various Manufacturers are included in the following discount schedule. The schedule covers all misc. laboratory supplies and equipment distributed by Fisher Scientific, excluding those products specifically discounted by manufacturer name brands listed in categories 1-15 of this bid.

PRODUCTS/MANUFACTURER	PRODUCT CODE	DISCOUNT
Low Volume FISHERbrand Supplies	8	45%
High Volume FISHERbrand Supplies	30	62.5%
Miscellaneous Supplies & Disposable Glass	19 31 15 16 17 18 13	62.0% 45.0% 36% 34% 44.5% 43.5% 20%
Reusable Glass – Corning Reusable Glass – Kimble Reusable Glass – Fisher Reusable Glass – Kontes	22, 63 23, 64 24 62	47% 45%, 43% 62% 15%

PRODUCTS/MANUFACTURER	PRODUCT CODE	DISCOUNT
Fisher Equipment Outside Vendor Equipment	1, 5 27	5%, 15% 5%
Tissue Culture – Corning Tissue Culture – Falcon Tissue Culture – Nunc	47 48 49	33.2% 12% 12%
Chromatography Supplies	87 – 90	10%
Biotechnology Supplies: ICN Promega	55 77, 78	5% 15%
Electrophoresis	79, 80 81 84, 86	5% 15% 10%
Educational Materials	73	5%
Safety Supplies	178, 180 174, 177, 185 176 172, 184	30% 25% 10% 20%

Fisher Scientific reserves the right to provide specific quotations for any equipment with a value that exceeds \$250. These quotations will supercede any product code discounting.

### LABORATORY CHEMICALS

## ATTACHMENT "D" CATEGORY DISCOUNTS FISHER SCIENTIFIC COMPANY

CATE	GORY	UNIT	DISCOUNT
1.	Inorganic Chemicals – JT Baker, EN Brands <u>Fisherbrand</u>	A Science, Fisher or ed Product Codes <u>CDC</u>	
	Smallest Size Available 500ML PT (500 ml) LB (500 gm) 5 LB (2.5 Kg) 5 GAL or Larger	Each 68% Each 68% Each 68% Each 68% Each 68%	Case 68% Case 68% Case 68% Case 68%
2.	Organic Chemicals – JT Baker, EM Brands <u>Fisher brand</u> Produ	Science, Fisher or equ ct Codes <u>CDC 101</u>	ual –
	Smallest Size Available 500ML PT (500 ml) 5 LB (2.5 Kg) 5 GAL or Larger	Each 79.5% Each 79.5% Each 79.5% Each 79.5%	Case 79.5% Case 79.5% Case 79.5% Case 79.5%
3.	Mineral Acid and Ammonium Hydro Brands <u>Fisher</u> Produ	xide – JT Baker or equ ct Codes <u>CDC 132, 1</u>	
	500 ml 2.5 Liter 6x2.5 Liter	Each <u>66.7%</u> Each <u>66.7%</u> Each <u>66.7%</u>	Case 66.7% Case 66.7% Case 66.7%
4.	Private Label Brands <u>Fisherbrand</u>	Product Codes <u>CDC</u>	102
	Smallest Size Available 500ML PT (500 ml) LB (500 gm) 5 LB (2.5 Kg) 5 GAL or Larger	Each 75.4% Each 75.4% Each 75.4% Each 75.4% Each 75.4%	Case 75.4% Case 75.4% Case 75.4% Case 75.4% Case 75.4%
5.	Diagnostics and Microbiological Me Brands <u>Difco, BBL</u> Sizes <u>all sizes included in cdc 37, 3</u>	Product Codes CD	<u>C 37, 38</u> –
6.	Diagnostics and Microbiological Me Brands BBL, Difco Sizes all sizes	dia – Difco or equal Product Codes <u>CDC</u> Each <u>28%</u>	2 37, 38
7.	Chromatography Chemicals (florisil, Brands Fisher Sizes all	alumina, silica etc.) Product Codes <u>CDC</u> Each <u>79.3%</u>	<u> </u>

8. Miscellaneous laboratory chemicals including HPLC, Pesticide, Atomic Absorption, GC Electron Capture Detector Grade, Etc.
(Special Analytical Grade)

DESCRIPTION	PRODUCT CODE	DISCOUNT
Solvents: Histological HPLC Pesticide Spectranalyzed NF/USP/FCC Optima Solvents	103 104 106 107 108 109	74.8% 69.6% 77.0% 81% / 69.8% 74% 71.3%
Solutions: Standards Atomic Absorption Buffers Other	112 113 114 115	70.4% 50.6% 69.6% 79.3%
Inorganics: Salts, Drys, ACS Precious Metals Absorbents NF/USP/FCC	124 126 127 128	67.0% 72.9% 79.3% 68.9%
Organics:	119 120	66.3% 67.0%
Acids:	132, 133	66.7%
Bulk: Solvents Solutions Inorganic Acids Bulk Chemicals	137 138 139 141 143	81.8% 81.0% 70.6% 66.8% 58.7%
Specialties: GC Resolv Solvents Tissue Prep Stains and Fixatives ACROS Organics Mallinkrodt EM Science	150 153 54 33, 34 160-170 71-72	72.1% 57% 15% 5% 20% 5%

This discount schedule covers laboratory chemicals distributed by Fisher Scientific. All are Fisher manufactured except for Mallinkrodt and EM Science. The discounts indicated for a given product code will be applied to all sizes offered under a specified product code. Bulk sizes are identified by separate codes, 137 - 142.

#### **LABORATORY SUPPLIES**

#### **ATTACHMENT "A"**

#### Bidder shall complete the following:

- 1. Prompt Payment Discount: 0% N/A days (not < 20 days)
- 2. Addresses:

\*Toll Free number must be provided or you must circle the yes or no with regards to: "Will Company accept collect telephone calls Yes or No.

Orders to be sent to: VWR Scientific Products

3745 Bayshore Blvd Brisbane CA 94005

Telephone Numbers: 800-932-5000

Payment to be sent to: <u>VWR Scientific Products Corporation</u>

PO Box 640169

Pittsburgh PA 15264-0169

Telephone Numbers: 800-275-1727

3. Servicing: Indicate below the names and addresses of the designated Contractor's representative, inside sales representative, outside sales representative and specific territories covered. Contractor must provide immediate attention to problem areas as they arise regardless of location.

Contractor's Representative: Kathy Pankanin (include Name, Address & telephone numbers) 355 Treck Drive

Seattle WA 98188 206-575-1508

Inside Representative: VWR S/P Customer Service

(Include Name, Address & Telephone numbers) 800-932-5000

3745 Bayshore Blvd Brisbane CA 94005

Outside Representative: Terri Kollman

(Include Name, Address & Telephone numbers) 695 Hidden Valley Rd South

Florence MT 59833 800-873-8977 x5593

#### **CHEMICALS & CHEMICAL SUPPLIES**

#### **ATTACHMENT "B"**

#### Bidder shall complete the following:

- 1. Prompt Payment Discount: 0% N/A days (not < 20 days)
- Addresses:

\*Toll Free number must be provided or you must circle the yes or no with regards to: "Will Company accept collect telephone calls Yes or No.

Orders to be sent to: <u>VWR Scientific Products</u>

3745 Bayshore Blvd Brisbane CA 94005

Telephone Numbers: <u>800-932-5000</u>

Payment to be sent to: VWR Scientific Products Corporation

PO Box 640169

Pittsburgh PA 15264-0169

Telephone Numbers: <u>800-275-1727</u>

3. Servicing: Indicate below the names and addresses of the designated Contractor's representative, inside sales representative, outside sales representative and specific territories covered. Contractor must provide immediate attention to problem areas as they arise regardless of location.

Contractor's Representative: Kathy Pankanin

(include Name, Address & telephone numbers) 355 Treck Drive Seattle WA 98188 206-575-1508

Inside Representative: VWR S/P Customer Service

(Include Name, Address & Telephone numbers) 800-932-5000

3745 Bayshore Blvd Brisbane CA 94005

Outside Representative: Terri Kollman

(Include Name, Address & Telephone numbers) 5310 Kollmans Way
Florence MT 50833

Florence MT 59833 800-873-8977 x5593

E-mail: terri\_Kollman@vwr.com

### LABORATORY SUPPLIES

## ATTACHMENT C CATEGORY DISCOUNTS VWR SCIENTIFIC PRODUCTS

(Categories 1 through 4 do not include private label products)

CATE	GORY	UNIT	DISCOUNT
1.	Corning, Kimble or equal - red Brands <u>Corning, Kimble</u>	usable plastic Product Codes/Vendor #2874 (Kimble) Vendor #1267 (Corning)	<u>30%</u>
2.	Corning, Kimble or equal - dis Brands	sposable plastic Product Codes/Vendor #2874 (Kimble) Vendor #1275 (Corning)	<u>32%</u>
3.	Corning, Kimble or equal - red Brands <u>Corning, Kimble</u>	usable glassware Product Codes/Vendor #2874 (Kimble) Vendor #1267 (Corning)	<u>43.5%</u>
4.	Corning, Kimble or equal - dis Brands <u>Corning, Kimble</u>	sposable glassware Product Codes/Vendor #2874 (Kimble) Vendor #1268 (Corning)	<u>32%</u>
5.	Private Label - reusable plast Product Codes <u>V 62</u>	ic	<u>55%</u>
6.	Private Label - disposable pla Product Codes <u>V 62</u>	astic	<u>55%</u>
7.	Private Label - reusable glass Product Codes <u>V 61</u>	sware	<u>55%</u>
8.	Private Label - disposable gla Product Codes <u>V 61</u>	assware	<u>55%</u>
9.	Bel – Art Plastic Product Codes <u>6110011</u>		<u>30%</u>
10.	Falcon Plastics Brands <u>Falcon</u> Produc	t Codes <u>1836 0001</u> <u>1836 0002</u>	<u>35%</u>
11.	Nalgene Product Codes <u>D 79</u>		<u>45%</u>
12.	Lab Wear – disposable (i.e.: o Brands <u>Superior, Playtex, 3M</u>	,	<u>40%</u>

13.	Lab Wear – reusable (i.e.: o Brands <u>Playtex, Alpha Prote</u>	ech Product Codes 2674 00	005 (Playtex) Ipha Protech)	<u>40%</u>	
14.	Filter Paper (Whatman, S&S Whatman (J 80) Discount <u>15%</u>	S or equal) S&S (J 80) Discount <u>15%</u>	Equal ( Specify Brand		,
15.	Chromatography Supplies (I	ncluding TLC plates, HPLC o	columns, Auto sar	mpler vials, etc.)	
	Brands Whatman, Wheaton		10 (Whatman) 20 (Wheaton)	60% 29%	

16. Miscellaneous laboratory supplies and equipment including any other items listed in the Contractors catalog. The Bidder may attach additional sheets if necessary.

PRODUCTS/MANUFACTURER	PRODUCT CODE	DISCOUNT
Pipets/Chase Scientific	1070 0020	70%
Dishes/American Precision	3540 015	60%
Pipets/Samco	4625 0005	46%
Slides/Erie Scientific	1783 0010	60%
Filters/Gelman	2063 0017	29%
Syringe/Alconox	2290 010	40%
Kimwipes/Kimberly Clark	2870 0005	50%
Precelain/Coors Porcelain	1264 0005	40%
Hot plates, stirrers/Corning Equip.	1276 0005	35.5%
Sieves/W.S. Tyler	5413 0015	40%
Tubing/Kent Elastomer Tubing	2818 0005	65%
Thermometer, hydrometer/HB Ins.	2430 0005	65%

#### LABORATORY CHEMICALS

### ATTACHMENT "D" CATEGORY DISCOUNTS VWR SCIENTIFIC PRODUCTS

CATEGORY		UNIT	DISCOUNT				
1.	Inorganic Chemicals – JT Ba Brands <u>EM, Baker</u>	aker, EM Science, Fisher or equal Product Codes <u>Vendor #1732</u>					
	Smallest Size Available PT (500 ml) LB (500 gm) 5 LB (2.5 Kg) 5 GAL or Larger	Each 65% Each 65% Each 65% Each 65% Each 65%	Case 65% Case 65% Case 65% Case 65% Case 65%				
2.	Organic Chemicals – JT Baker, EM Science, Fisher or equal Brands <u>EM</u> Product Codes <u>Vendor #1739</u>						
	Smallest Size Available PT (500 ml) 5 LB (2.5 Kg) 5 GAL or Larger	Each 60% Each 60% Each 60% Each 60%	Case 60% Case 60% Case 60% Case 60%				
	Brands EM Product Codes Vendor #1733						
	PT (500 ml) 5 LB (2.5 Kg) 5 GAL or Larger	Each <u>70%</u> Each <u>70%</u> Each <u>70%</u>	Case 70% Case 70% Case 70%				
3.	Mineral Acid and Ammonium Hydroxide – JT Baker or equal (Private Label <b>not</b> included Brands <u>EM</u> Product Codes <u>Vendor #1732-0039</u>						
	500 ml 2.5 Liter 6x2.5 Liter	Each <u>70%</u> Each <u>70%</u> Each <u>70%</u>	Case 70% Case 70% Case 70%				
	Brands <u>EM</u> 500 ml 2.5 Liter 6x2.5 Liter	Product Codes <u>Vendor #1</u> Each <u>48%</u> Each <u>48%</u> Each <u>48%</u>	733-067 Case <u>48%</u> Case <u>48%</u> Case 48%				
4.	Private Label And High Purity Chemicals	vate Label					
	Smallest Size Available PT (500 ml) LB (500 gm) 5 LB (2.5 Kg) 5 GAL or Larger	Each 70% Each 70% Each 70% Each 70% Each 70% Each 70%	Case 70% Case 70% Case 70% Case 70% Case 70%				
	Brands <u>Buffers</u>	Product Codes <u>Vendor #5</u> Each <u>36%</u>	05 Case <u>36%</u>				

5.	Diagnostics and Microbiological Media – I Brands <u>Difco</u> Product Coo Sizes <u>Various</u> Each			_		
	Brands EM Product Cod Sizes Various Each	des <u>Vend</u> n <u>55%</u>	dor #1864	_		
6.	Diagnostics and Microbiological Media – I Brands <u>Difco</u> Product Coo Sizes <u>Various</u> Each			_		
7.			etc.) dor #1417002	2		
8.	Miscellaneous laboratory chemicals included Detector Grade, Etc. (Special Analytical Grade)	ding HPLC	, Pesticide, A	tomic Absorpt	on, GC Electron C	apture
	PRODUCT CODES/MANUFACTURES		DISCO	<u>UNT</u>	VENDOR #	
	JT Baker/Code CSO/CSA – 500ml/5 lb JT Baker/Code CSO/CSA – 59L JT Baker/Code CHP JT Baker/Code SPR JT Baker/Code SPR JT Baker/Code SPR JT Baker/Code NON JT Baker/Code NON JT Baker/Code SBK/SBO		ea - 70% ea - 62% ea - 55% ea - 29% ea - 29% ea - 30% ea - 30% ea - 62%	cs - 65% cs - 55% cs - 30% cs - 30%	00532-0058 00532-0059 00536-0053 00535-0069 00533-0069 00533-0061 00532-0061	
	JT Baker/Code CMA		ea – 65%	cs – 65%	00532-0054	